



ANNO VICESIMO SECUNDO & VICESIMO TERTIO

VICTORIÆ REGINÆ.

Cap. 3.

An Act for confirming and giving effect to an Agreement for a Lease by the *Westminster Improvement Commissioners* of Land in *Victoria Street* and *Dean Street* in the City of *Westminster* to *Alfred Lucette*, of which the Short Title is "*Lucette's Estate Act, 1859.*"

[8th August 1859.]

WHEREAS the *Westminster Improvement Commissioners* (in this Act called "the Commissioners"), under the Powers and Provisions of the *Westminster Improvement Acts* of 1845, 1847, 1850, 1853, and 1855, or some of them, have entered into an Agreement with *Alfred Lucette* for the granting by the Commissioners, and the accepting by the said *Alfred Lucette*, of a Lease for Ninety-nine Years, at a yearly Rent of One thousand six hundred and thirty-two Pounds, being the best Rent that under the Circumstances can be reasonably obtained, of a Piece of Land in *Victoria Street* and *Dean Street* in the City of *Westminster*, Part of the Estate of the Commissioners, in order to the building thereon by the said *Alfred Lucette* of Houses and Buildings, and a Copy of the Agreement is given in the First Schedule to this Act annexed: And whereas it is alleged that the Land comprised in the Agreement, or Parts thereof, and other Lands, Part of the Estate of

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Lucette's Estate Act, 1859.

the Commissioners, are comprised in or affected by the several Mortgages specified in the Second Schedule to this Act annexed: And whereas the several Judgments specified in the Third Schedule to this Act annexed have been obtained against the Commissioners, and registered in the Court of Common Pleas at *Westminster*, and it is alleged that they affect the Estate or Interest of the Commissioners in the Land comprised in the Agreement, or Parts thereof: And whereas on the Thirteenth Day of *June* One thousand eight hundred and fifty-five *Joseph Beaumont* and *George Tallentire Gibson*, as Plaintiffs, filed their Bill of Complaint in the High Court of Chancery against the Commissioners, and *John Thomas* and Four other Persons, as Defendants, and thereby prayed, among other things, that the Commissioners might be restrained, as therein expressed, from disposing of any Part of their Real Estates, but no Decree or Order has been made in that Suit, which is One of the Suits specified in the Fourth Schedule to this Act annexed: And whereas the several Suits against the Commissioners specified in the Fourth Schedule to this Act annexed are now pending in the High Court of Chancery, and those Suits, or the Decrees or Orders from Time to Time made therein, or some of them, do or may affect the Land comprised in the Agreement, or Parts thereof, or some Estate or Interest therein: And whereas it is alleged that divers Bonds issued by the Commissioners for securing large Sums of Money affect the Land comprised in the Agreement, or Parts thereof, or some Estate or Interest therein: And whereas there were not when the recited Agreement was entered into any Mortgages, Judgments, Suits, Decrees, or Orders which affected the Land comprised in the Agreement, other than those specified in the Second, Third, and Fourth Schedules to this Act respectively annexed; but those Incumbrances, and the Bonds or Claims made in respect thereof, prevent the said *Alfred Lucette* from acquiring a good and marketable Title to the Land by such a Lease as the Commissioners have so agreed to grant: And whereas the Land comprised in the Agreement is at present almost entirely void Land, producing only a very small Income to the Commissioners: And whereas the Commissioners are indebted to the Extent of Insolvency to the Mortgagees, Judgment Creditors, Bondholders, and others who are together Creditors of the Commissioners for a large aggregate Amount: And whereas the said *Alfred Lucette* and the Commissioners are desirous, and it would be greatly to the Benefit of the Creditors of the Commissioners, that the recited Agreement should be confirmed, subject to the Provisions of this Act, and should be carried into effect by a Lease which would be unimpeachable by the Creditors of the Commissioners: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

I. This

Lucette's Estate Act, 1859.

I. This Act may for all Purposes be cited as "*Lucette's Estate Act, Short Title, 1859.*"

II. The recited Agreement, of which a Copy is given in the First Schedule to this Act annexed, shall be carried into effect according to the true Intent thereof, and the Commissioners under the Powers and Provisions of the *Westminster* Improvement Acts of 1845, 1847, 1850, 1853, and 1855, shall grant, and the said *Alfred Lucette*, under the Authority of this Act, shall accept and execute, a Counterpart or Duplicate of the Lease provided for by the recited Agreement.

Recited Agreement (First Schedule) confirmed, and Lease to be granted and accepted accordingly.

III. Notwithstanding the Confirmation of the said Agreement, it shall not be lawful for the said *Alfred Lucette* to enter into possession of the Lands coloured respectively Yellow and Brown, without the Consent of the Dean and Chapter of *Westminster* in Writing first had and obtained, unless and until he shall have first paid to the said Dean and Chapter the Purchase Money which has been fixed and agreed upon between the said Dean and Chapter and the Commissioners in respect of the Land coloured Yellow, and also the Money which shall be fixed and agreed upon for the Purchase of the Lands coloured Brown, and the Interest, Costs, Charges, and Expenses payable in respect thereof respectively, and immediately upon such Payments being made the said Dean and Chapter shall and will do all such Acts, Matters, and Things as may be necessary to convey and assure to the Commissioners their Interests in the aforesaid Lands coloured respectively Yellow and Brown as aforesaid.

Saving Rights of Dean and Chapter of Westminster.

IV. The Rent reserved by the Lease so granted by the Commissioners and accepted by the said *Alfred Lucette* shall be incident to the Reversion immediately expectant and to take effect on the Determination of the Term thereby granted.

Rent reserved by Lease to be incident to Reversion.

V. The Term of Ninety-nine Years created by the Lease so granted by the Commissioners, and accepted by the said *Alfred Lucette*, shall take effect as the First Term and Interest in the Land and Hereditaments comprised therein, and the said *Alfred Lucette*, his Executors, Administrators, and Assigns, may and shall hold and enjoy the same for that Term, subject to the Rent, Covenants, and Provisoos respectively reserved and contained in and by the Lease, but freed and discharged by this Act from all Mortgages, Judgments, Suits, Decrees, Orders, Incumbrances, Liabilities, Claims, and Demands whatsoever affecting the same Land and Hereditaments or any Part thereof, or any Estate, Term, or Interest therein, or affecting the Commissioners or their Assigns in respect of the same.

Term granted by Lease to have Priority over all Mortgages, Judgments, &c. affecting Commissioners.

VI. Pro-

Lucette's Estate Act, 1859.

Subject to Lease, those Mortgages, Judgments, &c. to be as valid as if Act not passed.

VI. Provided always, That, subject and without Prejudice to the Lease so granted by the Commissioners and accepted by the said *Alfred Lucette*, and to the Term, Interest, and Rights of the said *Alfred Lucette* under and by virtue of the Lease, and except as by this Act is expressly enacted in favour of the said *Alfred Lucette*, all those Mortgages, Judgments, Suits, Decrees, Orders, Incumbrances, Liabilities, Claims, and Demands shall be as valid and effectual to all Intents and Purposes whatsoever as if this Act were not passed.

Special Saving for Creditors of Commissioners.

VII. Provided always, That (subject and without Prejudice to the Term, Rights, Interests, Claims, and Demands whatsoever of the said *Alfred Lucette* under this Act), as between the Commissioners on the one Hand, and all or any of the several Persons having, by reason of any Mortgages, Judgments, Bonds, Suits, Decrees, Orders, Incumbrances, and other Liabilities whatsoever, any Claims or Demands upon or against the Commissioners, or their Estates or Effects, or any Part thereof, on the other Hand, and also as between any of the Persons having any such Claims or Demands on the one Hand, and any other of such Persons on the other Hand, this Act or anything therein shall not take away, lessen, alter the Priority of, or otherwise prejudice, and shall not give any new Force, Effect, or Validity to any such Mortgage, Judgment, Bond, Suit, Decree, Order, Incumbrance, Liability, Claim, or Demand, but (except only as is by this Act otherwise expressly enacted) the Commissioners and all such Persons shall respectively, so far as the Circumstances of the respective Cases admit, have and be entitled to such and the same or the like Rights, Remedies, Claims, and Demands with respect to or affecting the Rent reserved by the Lease or Part thereof as in case this Act were not passed they respectively would have and be entitled to with respect to or affecting the Lands comprised in the Lease or Part thereof.

Payment of Rent if claimed by adverse Parties.

VIII. If at any Time Notice in Writing be given to the said *Alfred Lucette*, his Executors, Administrators, or Assigns, by or on behalf of any Person or Persons claiming to be interested in the Rent or any Part thereof, requiring him or them not to pay the Rent or any Part thereof to any other Person or Persons claiming to be interested therein, and any Person to whom Payment is so required not to be made shall at any Time thereafter claim Payment from the said *Alfred Lucette* of the Rent or any Part thereof, then the said *Alfred Lucette*, his Executors, Administrators, and Assigns, shall not file a Bill of Interpleader for their Relief in that Behalf, but shall thenceforth pay the Rent into the Court of Chancery, or otherwise, as is provided by this Act.

Orders of Court for Payment of Rent.

IX. In the event of such Notice being given and Claim being made, the Court from Time to Time, under this Act, on Summons, Motion, Petition,

Lucette's Estate Act, 1859.

Petition, or other Proceeding by the said *Alfred Lucette*, his Executors, Administrators, or Assigns, or the Claimants or any of them, or any other Person interested, and in a summary Way, may order that the said *Alfred Lucette*, his Executors, Administrators, and Assigns, shall pay all or any Part or Parts of the Rent to any Person or Persons interested whom the Court think fit and appoint to receive the same, or to a Receiver appointed by the Court, and may make such other Orders with respect to the Payment or Receipt of the Rent or any Part or Parts thereof, and also with respect to Costs, as the Court think fit; and the said Court in any such summary Proceeding as aforesaid may, in order to save Expense, decide any Equities affecting the Rent.

X. In the event of any Order being made under this Act by the Court for the Payment by the said *Alfred Lucette*, his Executors, Administrators, and Assigns, of any Part or Parts of the Rent to any Person or Persons interested, or to a Receiver, the said *Alfred Lucette*, his Executors, Administrators, and Assigns, while the Order is in force, shall pay the same accordingly; and every Person and Receiver from Time to Time entitled under any such Order to the Receipt of any Part of the Rent shall have the like Powers, Rights, and Remedies, by Distress and Re-entry, for the Recovery of the Part thereof to be paid to him, as if he respectively were entitled to the Reversion immediately expectant on the Term granted by the Lease.

Remedies for
Part of the
Rent.

XI. In the event of any Order being made under this Act by the Court for the Payment by the said *Alfred Lucette*, his Executors, Administrators, or Assigns, of the whole of the Rent to any Person interested, or to a Receiver, the said *Alfred Lucette*, his Executors, Administrators, and Assigns, while the Order is in force, shall pay the Rent to him accordingly, and while the Order is in force the demised Premises shall by this Act be vested in him for a Term of One Day immediately expectant on the Determination of the Term granted by the Lease, and he shall accordingly have all the Powers, Rights, and Remedies of the immediate Reversioner for recovering the Rent, and enforcing Performance and Observance of the Covenants by the said *Alfred Lucette*, his Executors, Administrators, or Assigns, therein contained, and obtaining Damages for the Breach thereof, and otherwise.

Remedies for
the whole
Rent.

XII. In the event of any such Notice being given and Claim being made, and unless and until the Court make any Order for the Payment of the Rent or any Part thereof in any other Manner, the said *Alfred Lucette*, his Executors, Administrators, and Assigns, shall pay the Rent, or any such Part thereof as the Court do not order to be otherwise paid, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court, to be placed to the Credit of his

Payment of
Rent into
Court.

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Account

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Account there, "*Lucette's Rent Account*," to abide the Orders of the Court.

Receipts for
Rent to dis-
charge
Lessee.

XIII. The Receipt in Writing of any Person or of any Receiver from Time to Time appointed by the Court to receive the Rent or any Part thereof, and the Certificate of the Accountant General of the Payment into the Bank, as provided by this Act, of the Rent or any Part thereof, shall respectively be an effectual Discharge to the said *Alfred Lucette*, his Executors, Administrators, and Assigns, for so much of the Rent as is thereby acknowledged to be received or certified to be paid.

General
Saving.

XIV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the several Persons who are by this Act expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the Land and Hereditaments to which this Act relates, or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act were not passed.

Exceptions
to General
Saving as
herein
named.

XV. Provided always, That the following Persons are excepted out of the General Saving in this Act contained, and are accordingly the only Persons bound by this Act; to wit,

First, the *Westminster* Improvement Commissioners and their Assigns:

Secondly, the several Persons respectively named or referred to in the Second Schedule to this Act annexed as Mortgagees of the Commissioners, and their respective Heirs, Executors, Administrators, and Assigns, and all other Persons, if any, already or hereafter interested in any of the Principal Moneys, Interest, and Costs secured by the several Mortgages respectively specified in that Schedule, or any of them:

Thirdly, the several Persons respectively named or referred to in the Third Schedule to this Act annexed as Judgment Creditors of the Commissioners, and all other Persons, if any, becoming Judgment Creditors of the Commissioners after the Twenty-second Day of *February* One thousand eight hundred and fifty-nine, and their respective Executors, Administrators, and Assigns, and all other Persons, if any, already or hereafter interested in any of the Principal Moneys, Interest, and Costs secured by or recoverable by virtue of the several Judgments respectively specified in that Schedule, or any of them, or any Judgments against the Commissioners obtained after that Day:

Fourthly,

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Fourthly, the several Persons already or hereafter Parties to the several Suits in the High Court of Chancery respectively specified in the Fourth Schedule to this Act annexed, and their respective Executors, Administrators, and Assigns, and all other Persons, if any, already or hereafter entitled to any Benefit or Advantage of those Suits or any of them, or of any Decrees, Orders, or other Proceedings already or hereafter made or taken therein respectively :

Fifthly, the several Persons already or hereafter entitled to Bonds issued by the Commissioners, or to Moneys thereby secured, and their respective Executors, Administrators, and Assigns.

XVI. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

Act as
printed by
Queen's
Printers to
be Evidence.

Lucette's Estate Act, 1859.

SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

An Agreement entered into this Twenty-second Day of February One thousand eight hundred and fifty-nine between the Westminster Improvement Commissioners of the one Part, and Alfred Lucette of George Yard, Lombard Street, in the City of London, Gentleman, of the other Part: Whereas the said Commissioners are entitled to the Lands herein-after described, and coloured respectively Red, Yellow, Brown, Green, and Blue on the Plan drawn in the Margin hereof as follows; (that is to say,) as to the Lands coloured Red, in Fee Simple in possession; as to the Lands coloured Yellow, for an equitable Estate in Fee Simple in possession, subject to Liens of the Dean and Chapter of Westminster for unpaid Purchase and Compensation Money (the Amount of which has been fixed and agreed upon), Interest, Costs, Charges, and Expenses; as to the Lands coloured Brown, for an equitable Estate in Fee Simple in possession, the Purchase and Compensation Money for which has not been fixed and agreed upon; as to the Land coloured Green, in Fee Simple in reversion, the Leasehold Interest being outstanding, and the Purchase and Compensation Money in respect thereof has not been fixed and agreed upon; and as to the Lands coloured Blue, in Fee Simple in possession, conditional upon complying with the Provisions of the 94th and 95th Sections of "The Westminster Improvement Act, 1845;" subject, as to all the said Lands so coloured Red, Yellow, Brown, Green, and Blue respectively, to Liabilities created by certain Mortgages, Bonds, Judgment Debts, Decrees, and Orders:

And whereas by "The Westminster Improvement Act, 1845," Section 84, it was enacted, "That when and as Conveyances by way of Sale or
 " Exchange or Leases shall be executed, pursuant to this Act, the respec-
 " tive Persons and Corporations to whom the Lands described in such
 " Conveyances and Leases respectively shall be conveyed or leased shall
 " be entitled to hold the same discharged from all Mortgages or other
 " Charges previously made by the Commissioners, without the Mort-
 " gagees or Persons entitled to such Charges concurring in the Convey-
 " ance or Lease; provided, nevertheless, that all Purchase Money which
 " shall be received by the Commissioners, and all Lands which shall be
 " taken by them in Exchange, and all Lands comprised in Leases granted
 " by them, so long as they shall hold the same Lands, or the respective
 " Reversions expectant on the Terms granted by such Leases, (subject to
 " the Lessees Estates,) shall be liable, in the Hands of the Commis-
 " sioners, to such Mortgages and Charges by them as the Lands so
 " conveyed or leased were subject to previous to the Conveyance or Lease
 " thereof by them:"

And

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And whereas the said Alfred Lucette has proposed to take the said Lands coloured Red, Yellow, Brown, Green, and Blue from the said Commissioners, upon Building Lease for Ninety-nine Years, at a Ground Rent of One thousand six hundred and thirty-two Pounds per Annum, subject to the Terms and Conditions herein-after contained :

Now therefore the said Commissioners, so far as they lawfully can or may, hereby agree to let unto the said Alfred Lucette, his Executors, Administrators, and Assigns, and the said Alfred Lucette hereby agrees to take, all that Piece or Parcel of Land situate, lying, and being on the South Side of Victoria Street in the Parish of Saint Margaret Westminster, and forming Part of the South Side of the same Street ; (that is to say,) on the Line of the Frontage of the South Side of Victoria Street, beginning from a Point Eleven Feet Six Inches from the Line of the Area or Retaining Wall at the Corner of Dean Street, and running Westward along the Frontage of Victoria Street, Four hundred and fifty Feet ; then, at Right Angles with the foregoing, across the Timber Yard behind the Houses in the new Way to the Back or Boundary Wall of the House No. 12 in Orchard Street, being the Western Boundary of the Land, Sixty-four Feet ; then Eastward along said Boundary Wall One Foot Ten Inches ; then Southward to the Line of the Party Wall between the Houses No. 11, Orchard Street, and No. 1, New Way, Three Feet Nine Inches ; then Eastward along the Line of said Party Wall to the Line of the West Side of the public Way or Street called the New Way, Thirty-five Feet One Inch ; then across said public Way to the Angle of the opposite Building, Twenty-one Feet Eleven Inches ; then Eastward along the Rear of the Buildings formerly Schools, on the North Side of Orchard Street, now Builders Shops and open Yards, and Nos. 1, 2, and 3, Orchard Street, Two hundred and one Feet Six Inches ; then North-eastward, in the Rear of Houses from 12 to 18, Dean Street, Fourteen Feet Seven Inches ; then Fifty-one Feet Nine Inches ; then South-east Five Feet ; then, as last before, Twenty-one Feet Nine Inches ; then North-westward Seven Feet Eight Inches ; then North-eastward Twenty-seven Feet ; then South-eastward to the Line of the West Side of Dean Street Thirty-five Feet ; then North-eastward, along the West Side of said Street, Fifty-two Feet ; then North-westward Thirty-four Feet Eleven Inches ; then North-eastward, in Rear of the Houses No. 8 and Part of No. 7 on the West Side of said Dean Street, Twenty-three Feet Four Inches ; then North-westward Thirty-three Feet Five Inches ; then North-eastward Twelve Feet Six Inches ; then South-eastward, along the Line of the Party Wall between Nos. 6 and 7, Dean Street, to the Line of the West Side of the said Street, Sixty-five Feet Four Inches ; then North-eastward, along the Line of said Street, Thirty-one Feet Six Inches ; then North-westward, on the Line of the Party Wall between Nos. 4 and 5, Dean Street, Twenty-nine Feet Seven Inches ; then North-east in an irregular Line to the Corner of the House No. 3, Dean Street, and in Rear of Nos. 3 and 4, Dean Street, Twenty-six Feet Five Inches, to a Break One Foot Eight Inches Eastward,

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and

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and then Twelve Feet Eight Inches to the Angle; then South-eastward, along Flank or End of the House No. 3, Dean Street, Eighteen Feet One Inch; then from that Angle of said House in Dean Street to a Point in the Area or Retaining Wall before alluded to, Sixteen Feet Three Inches; and, finally, from thence Northwards, at Right Angles to the Frontage Line in Victoria Street, to the present Point above named on the Frontage in Victoria Street, and fencing the Eastern End of the said Street, Ten Feet Ten Inches; which said Pieces of Land are more particularly delineated in the Plan drawn in the Margin of this Agreement, and therein coloured Red, Yellow, Brown, Green, and Blue, upon the Terms and Conditions herein-after mentioned; (that is to say,)

First, the Term to be Ninety-nine Years from Christmas One thousand eight hundred and fifty-eight:

Secondly, the Ground Rent for the Land to be One thousand six hundred and thirty-two Pounds per Annum, payable quarterly, free from Land Tax, Sewers Rate, and all other Rates and Taxes already or hereafter to be imposed; and the Lessee to pay to the Commissioners the Amount he may receive from the Sale of the old Materials of the Houses upon the Estate of the Land coloured Brown before taking possession of the Land, and also the Expenses of the Side Drains into the Main Sewer upon the Frontage in Victoria Street, the Amount thereof to be settled by the Surveyor of the said Commissioners, and such Payments not to be the Subject of the Deduction of Four per Cent. herein-after referred to:

Thirdly, the Land to be held at a Peppercorn Rent for One Year and a Quarter from Christmas One thousand eight hundred and fifty-eight:

Fourthly, the Plan and Elevation of the Buildings to be erected to be approved by Mr. Ashton, the Architect of the Commissioners, or, in the event of Difference, by Sir Charles Barry, and a Copy of the Plan and Elevation to be furnished to the Commissioners at the Expense of the said Alfred Lucette:

Fifthly, the Title of the Commissioners to grant the Lease shall not be required, except at the Expense of the said Alfred Lucette, his Executors, Administrators, and Assigns, who hereby agrees to pay all such Expenses:

Sixthly, the Lease not to be granted unless the said Buildings shall be erected, built, and covered in, in all respects to the Satisfaction of the said Henry Ashton, or Sir Charles Barry as Referee, on or before the Twenty-fifth Day of June One thousand eight hundred and sixty-two:

Seventhly, the Lease and Counterpart shall be prepared by the Solicitors to the Commissioners, and the Lessee shall pay the usual Charges for the same, and such Lease shall be similar in Form to the Draft Lease produced to the said Alfred Lucette on the signing of this Agreement, and shall contain a Covenant to complete and finish the said Buildings by the Twenty-fifth Day of June One thousand eight hundred and sixty-four:

Eighthly,

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Eighthly, the Ground Rent of One thousand six hundred and thirty-two Pounds to abate, in respect of the outstanding Purchase and Compensation Money, Interest, Costs, Charges, and Expenses paid, with the Consent of the Commissioners, as follows: For any such Purchase and Compensation Money, Interest, Costs, Charges, and Expenses which the said Lessee shall so pay, with the Consent of the Commissioners, in order to acquire the Fee Simple and outstanding Interests of and in the Lands coloured respectively Yellow, Brown, Green, and Blue, as aforesaid, which the said Lessee hereby agrees to purchase or arrange for, the said Lessee shall be allowed as a Deduction from the said Ground Rent a Sum per Annum for the whole Term of Ninety-nine Years equal to Four per Cent. upon the Amount of such Purchase and Compensation Money, Interest, Costs, Charges, and Expenses; but the said Lessee shall not be allowed any Abatement by reason of any Compensation to be paid to Owners, Lessees, and Occupiers of Land, in respect of any Claim made under the 68th Section of "The Lands Clauses Consolidated Act, 1845," by reason of their Lands being injuriously affected by the Execution of the Works of the said Lessee under this Agreement:

Ninthly, that the said Alfred Lucette shall be at liberty to introduce into Parliament a Bill to remove any Doubts which have arisen or may arise as to the Powers of the said Commissioners to grant such Lease as aforesaid, and to enable the Commissioners to grant the same; and in case such Bill be not introduced into Parliament within Four Months from the Date hereof, or in case such Bill so introduced do not pass into a Law on or before the Twenty-ninth Day of September next, this Agreement and all the Clauses and Stipulations herein contained shall be absolutely null and void:

Tenthly, that the Costs, Charges, and Expenses of all Parties of and incidental to this Agreement, and to carrying the same into effect, including the settling Purchase and Compensation Money under the Lands Clauses Consolidation Act, the Completion of Purchases, Arrangements with Vendors to and Mortgagees of the Commissioners, and incidental thereto, and all Surveyors Charges, shall be borne and paid by the said Alfred Lucette, his Executors, Administrators, and Assigns,



Alfred Lucette.

James Burchell, jr.

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THE SECOND SCHEDULE.

Mortgages.

Date of Mortgage.	Names of Mortgagees.	Principal Sums intended to be secured.
17th April 1850	- Robert Maitland Savill - - - } Henry Plumptre Gipps - - - } Thomas Pym Bridges - - - }	£ 6,000
17th April 1850	- John Bridges - - - - } Edward Russell Ingram - - - }	12,580
2nd February 1852	- The Honourable William Bernard de } Blaquiere - - - - }	10,000
2nd February 1852	- Frederick Tryon - - - - } James Rhodes - - - - } William Cory - - - - } James Andrew Durham - - - } John William Burmester - - - }	10,000 5,000
26th May 1852	- John Thomas - - - - } Lancelot Llewellyn Haslope - - - }	To secure the Bondholders.
26th May 1853	- Edward Backhouse - - - - } William Backhouse - - - - } John Church Backhouse - - - } Edmund Backhouse - - - - } Alfred Backhouse - - - - }	30,000
26th May 1853	- Edward Thomas Bainbridge - - - } Henry Bainbridge - - - - } William Newton - - - - } Charles Henry Latouche - - - }	12,500
23rd December 1854	- William Backhouse - - - - } John Church Backhouse - - - } Edmund Backhouse - - - - } Alfred Backhouse - - - - }	15,000

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THE THIRD SCHEDULE.

Judgments.

Date on which Judgment was registered.	Name of Creditor.	Amount of Debt, Damages, and Costs.
		£ s. d.
3rd October 1854	James Viscount Lifford	17,003 0 0
24th January 1855	Vincent Frederick Kennett	9,000 0 0
25th January 1855	William Pierre Lucas, Matthew Stanner, and Joseph Boston Executors of Ann Stanner, deceased, 2nd Action	122 6 6
25th January 1855	Same, 1st Action	534 13 0
26th January 1855	Andrew Mann, Robert Mann, Margaret Mann, and George Drew	974 15 4
30th January 1855	Alexander Hatfeild	1,093 6 0
1st February 1855	William Bradshaw	3,094 1 3
1st February 1855	William Thompson	1,034 1 0
2nd February 1855	Charles Cooper	1,551 16 6
3rd February 1855	Joseph Rutter, Daniel Rutter, and Charles Rutter	1,040 0 10
3rd February 1855	Same	4,127 10 6
8th February 1855	Charles Hunter	2,061 14 8
8th February 1855	Vincent Frederick Kennett	6,692 19 8
13th March 1855	Henry Pownall and others	328 2 0
17th April 1855	Thomas Barnewall, Jonathan Hopkinson, and Edward Oxenford	35,757 15 4
17th November 1855	The National Society for promoting the Education of the Poor in the Principles of the Established Church throughout England and Wales	2,286 5 0
25th January 1856	Daniel Cullington the younger	197 13 0
15th August 1856	George Tayler	106 4 0
23rd March 1857	George Harris	2,271 15 0
23rd March 1857	Isabella Andrew	1,137 11 0
2nd February 1859	Henry Pownall and others	328 2 0

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[Private.]

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THE FOURTH SCHEDULE.

Suits in the High Court of Chancery.

Date of Registration of Bill, &c.	Names of Plaintiffs.
6th January 1855	- John Lettsom Elliot.
27th February 1855	- George Ray and George Ray the younger.
10th May 1855	- In the Matter of the Trustees of the Will of Ralph Wilcoxon, deceased.
19th June 1855	- Joseph Beaumont and George Tallentire Gibson.
16th July 1855	- John Lettsom Elliot.
20th August 1855	- The Governors of the Grey Coat Hospital.
20th August 1855	- The Governors of the Hospital of St. Margaret's.
18th December 1855	- Peter Rigby Wason.
26th January 1856	- The Governors of the Grey Coat Hospital.
6th January 1856	- The Governors of the Hospital of St. Margaret's.
17th March 1856	- Joseph Beaumont and George Tallentire Gibson.
10th December 1856	- In the Matter of the Trustees of the Will of Ralph Wilcoxon, deceased.
21st July 1857	- Francis Nash and John Owen Hart (since deceased).
31st July 1857	- Peter Rigby Wason.
15th August 1857	- The Governors of the Grey Coat Hospital.
15th August 1857	- The Governors of the Hospital of St. Margaret's.
30th March 1859	- The Governors of the Grey Coat Hospital.
30th March 1859	- The Governors of the Hospital of St. Margaret's.

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